

## EXHIBIT “A”

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

VÁSTAGO PRODUCCIONES,  
LLC

*Plaintiff,*

v.

HEAVEN PUBLISHING LLC and  
MICHAEL RODRIGUEZ,

*Defendants.*

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CIVIL ACTION NO. 4:23-cv-01432

**Jury Demand**

**FIRST AMENDED COMPLAINT FOR DECLARATORY JUDGMENT  
OF AUTHORSHIP AND COPYRIGHTS AND FOR DAMAGES**

Plaintiff, Vástago Producciones, LLC (“**Vástago**” or “**Plaintiff**”), files this, its First Amended Complaint against Defendants Heaven Publishing LLC (“**Heaven Publishing**”) and Michael Rodriguez (“**Rodriguez**”) (collectively, “**Defendants**”), alleging as follows:

**THE PARTIES**

1. Vástago is a Texas limited liability company, with its principal office in Maricopa County, Arizona. Vástago is, and was at all times mentioned herein, qualified to do business in Texas and Arizona. Vástago is a successful record label and concert promoter.

2. Defendant Heaven Publishing is a Texas limited liability company with its principal office in Harris County, Texas. Defendant Heaven Publishing is a music

publishing company that monetizes, commercially exploits, and collects royalties for musical compositions. Defendant Heaven Publishing, LLC has been served and has made an appearance in this case.

3. Defendant Rodriguez is an individual residing in Maricopa County, Arizona who does business in Harris County, Texas, including with Defendant Heaven Publishing. Defendant Rodriguez's has been served and has made an appearance in this case. Defendant Rodriguez is a former employee of Vástago who provided services as a musical director.

### **JURISDICTION AND VENUE**

4. Jurisdiction is proper in this Court because this litigation arises under federal law, namely 17 U.S.C. § 101 *et seq*, and particularly § 102(a) (Copyright Act). The Court has jurisdiction over this action under 28 U.S.C. § 1331 (federal question), 28 U.S.C. § 1338(a) (copyrights), and 28 U.S.C. § 2201 (Declaratory Judgment Act).

5. This Court has personal jurisdiction over Defendant Heaven Publishing because Heaven Publishing is a Texas limited liability company which maintains its principal place of business in Harris County, Texas. Further, Heaven Publishing conducts substantial business in the state of Texas and within this District and Division.

6. This Court has personal jurisdiction over Defendant Rodriguez because Rodriguez conducts substantial business in the state of Texas and within this District and Division, including contracts with Texas corporations and the advertising and sale of his services and products to Texas residents. In addition, a substantial part of the events giving rise to the acts at issue herein occurred in this District.

7. Venue is proper in this district under 28 U.S.C. §§ 1391(b)(1) and (2).

8. An actual case or controversy has arisen between the parties, specifically with respect to authorship and ownership of 75 musical works, each of which is set forth in **Exhibit “A”** (collectively, the “**Subject Musical Works**”). Although Plaintiff Vástago is the exclusive author and owner of the Subject Musical Works, based upon Defendant Rodriguez having made various limited contributions to the Subject Musical Works while working as an employee of Plaintiff Vástago, Rodriguez has recently started to claim to be a co-author and co-owner of the Subject Musical Works. Drawing upon this newfound contention that he is a co-author and co-owner of the Subject Musical Works, Rodriguez has purported to enter into an “exclusive administration agreement” with Defendant Heaven Publishing, whereby Heaven Publishing is now claiming to exclusively control and administer Rodriguez’s purported ownership interest in the Subject Musical Works. Accordingly, there is a case or controversy between the parties as to the authorship and the ownership of the copyrights in the Subject Musical Works.

## FACTS

9. Defendant Rodriguez was a salaried employee of Plaintiff Vástago from approximately December 2003 through July 2017, wherein Defendant Rodriguez provided various services to Vástago in connection with the creation and exploitation of certain musical works and sound recordings, including as a musical director.

10. Defendant Rodriguez also worked for Plaintiff Vástago in the capacity of an employee prior to December 2003 in connection with the creation of certain of the Subject Musical Works.

11. As a musical director for Plaintiff Vástago, Defendant Rodriguez was obligated to provide to Vástago, and did provide to Vástago, services that included assistance with songwriting and arranging, musical performance, and record production and audio engineering (the “**Employment Services**”).

12. During Rodriguez’s provision of the Employment Services to Plaintiff Vástago, Vástago determined when, where, and how Rodriguez would provide the Employment Services, including, at Vástago’s instruction, as follows: (a) Vástago designated the Vástago offices from which Rodriguez performed the Services; (b) each time Vástago moved its company office location, Rodriguez similarly moved his personal residence to maintain his employment with Vástago; (c) Rodriguez generally worked during the Vástago company work hours of 9:00 a.m. to 5:00 p.m.; (d) Rodriguez used a Vástago computer and other musical equipment Vástago

owned, which Vástago provided to Rodriguez and instructed Rodriguez to use in furtherance of Rodriguez's provision of the musical director Employment Services; (e) Rodriguez used a "@vastago.com" email domain name and address, which Vástago provided to Rodriguez and instructed him to use; (f) Rodriguez often used this Vástago email address when collaborating on the writing and creation of the Subject Musical Works; and (g) Rodriguez provided the Employment Services on time schedules set by Vástago, in conjunction with recording sessions for Vástago's recording artists and/or live performance dates for Vástago's performance artists.

13. As part of his Employment Services for the benefit of Vástago, Rodriguez contributed, to varying degrees, to the writing and creation of the 75 Subject Musical Works for Vástago.

14. The Subject Musical Works were recorded and/or performed by other Vástago employees, Vástago recording artists, and/or Vástago performing artists, including, without limitation, Vástago's founder and president, Jesús Adrián Romero ("**Romero**").

15. Rodriguez was employed by Vástago to provide Services that included assistance with songwriting, arranging, musical performance, record production, and audio engineering at Vástago's directives, and provided these precise Employment Services during the course of his employment with Vástago, and Vástago marketed and commercially exploited the Subject Musical Works and recordings embodying

the Subject Musical Works to the public that were the byproduct of, among many other contributions, Rodriguez's Employment Services.

16. Rodriguez's contributions to the writing and creation of the Subject Musical Works: (1) occurred in collaboration with other Vástago employees, Vástago recording artists, and Vástago songwriters, and never alone; (2) occurred with Rodriguez playing chords on the piano with each such other Vástago employee, Vástago recording artist, and/or Vástago songwriter proposing their own melody and/or lyrics; (3) often occurred as part of full day writing sessions with such other Vástago employees, Vástago recording artists, and/or Vástago songwriters, at times and places designated by Vástago, during the typical Vástago designated working hours of 9:00 a.m. to 5:00 p.m., with Vástago in each instance, compensating Rodriguez for his Employment Services.

17. Typically, in connection with the creation of the Subject Musical Works, Rodriguez would meet with Romero along with the Vástago guitarist, percussionist, bassist, drummer, and other musicians, and Romero would either bring already-completed lyrics and melodies and/or author the lyrics and melodies during these recording sessions, at which point Romero would request that Rodriguez start playing certain chords, whereafter Romero would then start singing a melody and Rodriguez would follow, often following Romero's explicit vocal instructions.

18. Beyond playing the piano under such explicit and implicit instructions from Vástago, Rodriguez's creative contributions to the Subject Musical Works themselves were minimal and, at most, Rodriguez would suggest a different chord selection or melody for Vástago's final determination. Regardless, all such Employment Services occurred in Rodriguez's capacity as an employee of Vástago while at Vástago company offices or designated locations with Vástago equipment and during Vástago designated hours.

19. Rodriguez had no role in hiring and paying assistants to perform Rodriguez's Employment Services and, instead, Rodriguez's Employment Services were particular to Rodriguez, with Rodriguez maintaining no authority to delegate his duties or hire or assign other individuals in his stead to provide the requested Employment Services.

20. Rodriguez was further eligible to receive Vástago employee benefits, including health insurance, which Vástago paid for Rodriguez until in or around 2013.

21. Vástago also paid or reimbursed Rodriguez's costs and expenses related to his provision of Employment Services, including, without limitation, Rodriguez's costs and expenses related to travel, transportation, food, and musical instruments and equipment, including as related to Rodriguez's writing sessions for the Subject Musical Works.



22. Rodriguez received his employment related compensation for all the time he was providing the Employment Services, whether the Employment Services were performed Monday through Friday, or on weekends, and whether at Vástago company offices or other Vástago-designated locations.

23. Upon information and belief, although Rodriguez is a songwriter member of Broadcast Music, Inc. (“**BMI**”), a performance rights organization in the United States that collects blanket license fees from businesses that use music, BMI lists no songs written by Rodriguez that are not co-written with Vástago writers and authors and/or performed by Vástago recording artists.

24. Under the Copyright Act, “[c]opyright in a work . . . vests initially in the author or authors of the work.” 17 U.S.C. § 201(a). “As a general rule, the author is the party who actually creates the work, that is, the person who translates an idea into a fixed, tangible expression entitled to copyright protection.” *Cmt’y. for Creative Non-Violence v. Reid*, 490 U.S. 730, 737, 109 S. Ct. 2166, 104 L.Ed.2d 811 (1989) (citing 17 U.S.C. § 102). However, the Act provides a “works made for hire” exception to this rule. (*Id.*). Specifically, an employer becomes the author rather than the person who actually creates the work under certain circumstances, such as if “a work [is] prepared by an employee within the scope of his or her employment,” unless there is a written agreement to the contrary. 17 U.S.C. § 101 (defining “work made for hire”); *Id.* § 201(b).

25. Defendant Rodriguez’s contributions to the Subject Musical Works were prepared within the scope of his employment and thereby vested authorship and ownership in Plaintiff Vástago. 17 U.S.C. § 101, 201(b) (a work is “made for hire” under the Copyright Act when it is created by an employee within the scope of his or her employment). In addition, there is no written agreement to the contrary.

26. Nonetheless, Vástago has recently learned that, in or around December 2022, Defendant Heaven Publishing purported to record a document with the United States Copyright Office pursuant to which Defendant Heaven Publishing is claiming to have been assigned by Defendant Rodriguez the exclusive rights to exploit the Subject Musical Works. A true and correct copy of the United States Copyright Office printout reflecting the filing of this purported transfer of exclusive administration rights in connection with musical works Rodriguez does not own, coupled with the corresponding list of the Subject Musical Works Defendant Heaven Publishing is purporting to control based upon this fictitious assignment, is attached hereto as **Composite Exhibit “B”**.

27. Drawing upon this purported assignment, Defendant Heaven Publishing has substantially and significantly interfered with and harmed Plaintiff Vástago’s ability to distribute and monetize the Subject Musical Works.

28. In addition, Plaintiff Vástago has learned that Defendant Rodriguez now denies Plaintiff Vástago’s exclusive ownership of the copyrights in the Subject

Musical Works and, instead, now claims all the copyrights exclusively to himself. A true and correct copy of an email exchange between Plaintiff Vástago and Rodriguez, wherein Rodriguez claims the Subject Musical Works to be a part of [his] catalog, is attached hereto as **Exhibit “C”**.

29. The federal questions of authorship of, and copyright ownership in, the Subject Musical Works are in controversy between the parties.

30. Plaintiff Vástago also seeks an award of damages based upon Defendants having wrongfully and unlawfully collected and misappropriated (and/or caused to be diverted) royalties and other monies from various third party payors (including, without limitation, various third party platforms and digital music streaming services) derived from the exploitation of the Subject Musical Works that rightfully belong to Plaintiff Vástago.

**CLAIM ONE**  
**(Declaratory Judgment of Authorship and  
 Copyright Ownership of the Musical Works)**

31. Plaintiff Vástago incorporates by reference the allegations contained in paragraphs 1 through 30, inclusive.

32. Pursuant to 28 U.S.C. § 2201 and 17 U.S.C. § 101 *et seq.*, this Court may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought. Any such declaration

shall have the force and effect of a final judgment or decree and shall be reviewable as such.

33. Through Plaintiff Vástago's efforts in composing and creating the Subject Musical Works, exclusive ownership of the Subject Musical Works was vested in Plaintiff Vástago at the time of creation.

34. Plaintiff Vástago has not transferred or assigned its copyrights in the Subject Musical Works to Defendants Rodriguez or Heaven Publishing.

35. Notwithstanding that Defendant Rodriguez's contributions to the Subject Musical Works were prepared within the scope of his employment and thereby vested authorship and ownership in Plaintiff Vástago, Vástago has recently learned that, in or around December 2022, Defendant Heaven Publishing purported to record a document with the United States Copyright Office pursuant to which Defendant Heaven Publishing is claiming to have been assigned by Defendant Rodriguez the exclusive rights to exploit the Subject Musical Works.

36. Defendants' ignoring and denying of Plaintiff Vástago exclusive authorship and ownership of the Subject Musical Works adversely impacts Vástago copyrights in the Subject Musical Works.

37. An actual, present, and justiciable controversy has arisen between Plaintiff Vástago and Defendants concerning authorship and copyright ownership of the Subject Musical Works.

38. Plaintiff Vástago seeks declaratory judgment from this Court that Plaintiff Vástago owns copyrights in the Subject Musical Works and those copyrights include among other rights, the exclusive right of Plaintiff Vástago to reproduce and distribute the Subject Musical Works, and the exclusive right to use the Subject Musical Works for preparation of derivative works based on the Subject Musical Works.

**CLAIM TWO**  
**(Money Had and Received/Unjust Enrichment)**

39. Plaintiff Vástago incorporates by reference the allegations contained in paragraphs 1 through 38, inclusive.

40. Defendants have wrongfully and unlawfully collected and misappropriated (and/or caused to be diverted) royalties and other monies from various third party payors (including, without limitation, various third party platforms and digital music streaming services) derived from the exploitation of the Subject Musical Works that rightfully belong to Plaintiff Vástago.

41. Defendants have been unjustly enriched by reason of the sums they have wrongfully collected and are wrongfully holding that lawfully belong to Plaintiff. In equity and good conscience, all such sums must be paid to Plaintiff to prevent Defendants from being unjustly enriched.

42. Defendants' conduct in wrongfully refusing to pay the sums owed to Plaintiff is causing substantial and irreparable harm to Plaintiff.

**CLAIM THREE**  
**(Conversion)**

43. Plaintiff Vástago incorporates by reference the allegations contained in paragraphs 1 through 38, inclusive.

44. Defendants have wrongfully and unlawfully collected and misappropriated (and/or caused to be diverted) royalties and other monies from various third party payors (including, without limitation, various third party platforms and digital music streaming services) derived from the exploitation of the Subject Musical Works that rightfully belong to Plaintiff Vástago.

45. Defendants have wrongfully converted for their own use and benefit the accounts and sums they are holding that lawfully belong to Plaintiff Vástago by reason of Defendants' unauthorized and wrongful assumption and exercise of dominion and control over said accounts and sums. Plaintiff Vástago has demanded, and hereby demands, the return of all accounts and sums.

46. Defendants' conduct in wrongfully refusing to pay the sums owed to Plaintiff is causing substantial and irreparable harm to Plaintiff.

**PRAYER FOR RELIEF**

**WHEREFORE**, Vástago Producciones, LLC respectfully requests that the Court:

- (a) Enter judgment according to the declaratory relief sought.

- (b) That the Court enter Declaratory Judgment, pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202 and the Copyright Act 17 U.S.C. §§ 101, *et seq.*, that Plaintiff Vástago Producciones, LLC owns the copyright in and to the Subject Musical Works and that Defendants have no copyright ownership interest or other claim to title in or to the Subject Musical Works or any sound recording embodying the Subject Musical Works.
- (c) Award Vástago Producciones, LLC its costs and reasonable attorney's fees pursuant to 17 U.S.C. § 505.
- (d) An award of damages to Plaintiff Vástago Producciones, LLC according to proof.
- (e) An order awarding pre- and post-judgment interest to Plaintiff Vástago Producciones, LLC. *and*
- (f) Enter such other further relief to which Vástago Producciones, LLC may be entitled as a matter of law or equity, or which the Court determines to be just and proper.

### **DEMAND FOR JURY TRIAL**

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Vástago Producciones, LLC hereby demands a jury trial on all issues so triable.

**DATED:** July 18, 2023

Respectfully submitted,

**HARRIS & GREENWELL**

One Shoreline Plaza  
800 N. Shoreline Blvd., Suite 2800-S  
Corpus Christi, Texas 78401  
Tel: (361) 883-1946  
Fax: (361) 882-2900  
Email: [agreenwell@harris-greenwell.com](mailto:agreenwell@harris-greenwell.com)

By: /s/ Andrew M. Greenwell

Andrew M. Greenwell  
State Bar No. 00784170  
Federal Bar No. 15456

**SINGH, SINGH & TRAUBEN, LLP**

/s/ Michael A. Trauben

Michael A. Trauben  
CA State Bar No. 277557  
(Admitted Pro Hac Vice)  
Email: [mtrauben@singhtraubenlaw.com](mailto:mtrauben@singhtraubenlaw.com)  
400 South Beverly Drive, Suite 240  
Beverly Hills, California 90212  
Tel: 310.856.9705 | Fax: 888.734.3555

**ATTORNEYS FOR PLAINTIFF**

**VÁSTAGO PRODUCCIONES, LLC**

**CERTIFICATE OF SERVICE**

I hereby certify that on the 18th day of July 2023, a true and correct copy of the above and foregoing document was served upon counsel of record via ECF service.

/s/ Cindi Allen

Cindi Allen



## EXHIBIT “A”

	<u>Subject Compositions</u>	
1	A SUS PIES	
2	AL ESTAR ANTE TI	
3	ALEGRENSE LOS CIELOS	
4	ALZAD OH PUERTAS	
5	ANTES DE TI	
6	ARDE MI CORAZON	
7	BAJO SUS PIES	
8	BONDADOSO DIOS	
9	BUSCANDO REFUGIO	
10	CAIGO RENDIDO	
11	COMO NEBLINA	
12	CON TUS OJOS	
13	CONOCERTE MAS	
14	CONTIGO QUIERO CAMINAR	
15	CRECE MAS MI AMOR POR TI	
16	CUBREME	
17	CUENTA CONMIGO	
18	DESEADO DE MI ALMA	
19	DIOS CON NOSOTROS	
20	EL BRILLO DE MIS OJOS	
21	EN LA AZOTEA	
22	EN LA TORMENTA	
23	ERAS TU	
24	ERES MI PADRE	
25	ES UN ARTE SER MAMA	
26	ESCOJO VIVIR	
27	ESTE DIA ESPECIAL	
28	FUE POR MI	
29	FUE TU VOZ	
30	HABLA EL CORAZON	
31	HASTA ACABAR MI VIAJE	
32	HOY TENGO LIBERTAD	
33	INDOMABLE	
34	JESUS	
35	JESUS ES REY	
36	LA NINA Y EL LOBO	
37	LUCES DE COLORES	
38	MARIA	
39	MAS ALTA	
40	MAS ALTA QUE EL CIELO	
41	MAS QUE UN ANHELO	

42	ME HAS ATRAIDO JESUS	
43	MI VIDA TE DARE	
44	NAVIDAD YA VA LLEGANDO	
45	NO HAY ARGUMENTO	
46	NO MERECEIA TANTO AMOR	
47	NO TIENE FINAL	
48	NUEVA HISTORIA	
49	PERO YO ME ACUERDO	
50	POSTRADO	
51	PREFIERO A CRISTO	
52	QUE BAJE EL CIELO	
53	QUE HUYAN LOS FANTASMAS	
54	QUEMA	
55	QUIERO ENTENDER	
56	RAZONES PA VIVIR	
57	RESPIRO EL POLVO	
58	SE DESBARATAN MIS SUEÑOS	
59	SI TU NO ESTAS CONMIGO	
60	SI VES A MI AMADO	
61	SIEMPRE ESTARAS	
62	SOBRE LA CRUZ	
63	SOBRE TU REGAZO	
64	SOPLA EL VIENTO	
65	TANTA GRACIA	
66	TE VENGO A BENDECIR	
67	TE VEO... OTRA VEZ	
68	TU AMOR EN MI	
69	TU ESTAS AQUI	
70	TU HAS SIDO FIEL	
71	VEN	
72	VEN, TE NECESITO	
73	VIVIRE	
74	YA ESTOY AQUI	
75	YO NO ESPERABA	

## EXHIBIT “B”

Try the [Copyright Public Records System \(CPRS\)](#) pilot with enhanced search features and filters.

Help

Search

History

Titles

Start Over

## Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Name = Heaven Publishing, LLC

Search Results: Displaying 1 of 1 entries



Labeled View

*A sus pies & 74 other titles;*

**Type of Work:** Recorded Document

**Document Number:** V15011D873

**Date of Recordation:** 2022-12-19

**Entire Copyright Document:** V15011 D873 P1-3

**Date of Execution:** 15Nov18; 12Dec22

**Title:** A sus pies & 74 other titles; Musical work.

**Notes:** Schedule B To the Exclusive Administration Agreement dated November 15, 2018  
Instrument of Transfer of Exclusive Administration and Exploitation Rights of  
Michael Rodriguez Musical Compositions.

**Party 1:** Michael Rodriguez

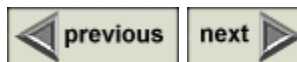
**Party 2:** Heaven Publishing, LLC

**Links:** [List of titles](#)

**Names:** [Rodriguez, Michael](#)

[Heaven Publishing, LLC](#)

Michael Rodriguez, Jesus Adrian Romero



Save, Print and Email ([Help Page](#))

Select Download Format

Full Record



Format for Print/Save

Enter your email address:

Email

This list contains titles in document **V15011D873**

Document title: A sus pies & 74 other titles; Musical work.

The complete document is: **V15011 D873 P1-3**

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List of titles:

- 001 A sus pies; Musical work / Michael Rodriguez, Jesus Adrian Romero / From Album: A sus pies.
- 002 Al Estar ante Ti; Musical work / Michael Rodriguez, Jesus Adrian Romero , Daniel Fraire/ From Album: Te Dare lo Mejor.
- 003 Alegrense los Cielos; Musical work / Michael Rodriguez, Jesus Adrian Romero / From Album: Portador de tu Gloria.
- 004 Alzad Oh Puertas; Musical work / Michael Rodriguez, Daniel Fraire, Jesus Adrian Romero / From Album: Te Dare lo Mejor.
- 005 Antes de Ti; Musical work / Michael Rodriguez, Daniel Fraire/ From Album: Marcela Gandara Live.
- 006 Arde mi Corazon; Musical work / Jesus Adrian Romero, Michael Rodriguez/ From Album: Arde mi Corazon.
- 007 Bajo sus pies; Musical work / Michael Rodriguez, Jesus Adrian Romero/ From Album: Cerca de Ti.
- 008 Bondadoso Dios; Musical work / Michael Rodriguez, Jesus Adrian Romero, Daniel Fraire, Carmen Yolanda Rodriguez.
- 009 Buscando refugio; Musical work / Michael Rodriguez, Jesus Adrian Romero/ From Album: A sus pies.
- 010 Caigo Rendido; Musical work / Michael Rodriguez, Jesus Adrian Rodriguez, Daniel Fraire/ From Album: Besos en la Frente.
- 011 Como Neblina; Musical work / Michael Rodriguez, Daniel Fraire, Jesus Adrian Romero/ From Album: Tiene Forma de Ti.
- 012 Con tus Ojos; Musical work / Michael Rodriguez, Daniel Fraire, Jesus Adrian Romero/ From Album: Vuelve a Casa.
- 013 Conocerte Mas; Musical work / Michael Rodriguez, Daniel Fraire, Jesus Adrian Romero/ From Album: Tiene Forma de Ti.
- 014 Contigo Quiero Caminar; Musical work / Michael Rodriguez, Daniel Fraire/ From Album: El mismo Cielo.
- 015 Crece mas mi Amor por Ti; Musical work / Michael Rodriguez, Jesus Adrian Romero, Daniel Fraire/ From Album: El Brillo de mis ojos.
- 016 Cubreme; Musical work / Michael Rodriguez, Lilly Goodman/ From Album: Sobrevivire.
- 017 Cuenta Conmigo; Musical work / Michael Rodriguez, Jesus Adrian Romero, Daniel Fraire/ From Album: Ayer te vi..fue mas claro que la luna.
- 018 Deseado de mi Alma; Musical work / Michael Rodriguez, Daniel Fraire, Jesus Adrian Romero/ From Album: Listo Para Nuestro Encuentro.

019 Dios con Nosotros; Musical work / Michael Rodriguez, Daniel Fraire, Daniel Santoy/ From Album: Navidad con Vastago.

020 El brillo de mis ojos; Musical work / Michael Rodriguez, Jesus Adrian Romero/ From Album: El Brillo de mis ojos.

021 En la Azotea; Musical work / Jesus Adrian Romero, Michael Rodriguez, Daniel Fraire/ From Album: Soplando Vida.

022 En la Tormenta; Musical work / Michael Rodriguez, Daniel Fraire, Jesus Adrian Romero/ From Album: Vuelve a Casa.

023 Eras Tu; Musical work / Michael Rodriguez, Jesus Adrian Romero/ From El Brillo de mis ojos Edicion Especial.

024 Eres mi Padre; Musical work / Michael Rodriguez, Daniel Fraire, Jesus Adrian Romero/ From Album: El Brillo de mis ojos.

025 Es Un Arte Ser Mama; Musical work / Michael Rodriguez, Daniel Fraire, Damaris Fraire, Carmen Yolanda Rodriguez, Misael Blanco, Natalie Blanco, Melissa Romero.

026 Escojo Vivir; Musical work / Michael Rodriguez, Jesus Adrian Romero, Daniel Fraire/ From Album: Epicentro Live.

027 Este dia Especial; Musical work / Michael Rodriguez, Jesus Adrian Romero/ From Album: A sus pies.

028 Fue por mi; Musical work / Michael Rodriguez, Jesus Adrian Romero, Daniel Fraire/ From Album: Soplando Vida.

029 Fue tu Voz; Musical work / Michael Rodriguez, Jesus Adrian Romero, Daniel Fraire/ From Album: La Vida que Elegi.

030 Habla el Corazon; Musical work / Michael Rodriguez, Jesus Adrian Romero, Daniel Fraire/ From Album: La Vida que Elegi.

031 Hasta Acabar mi viaje; Musical work / Michael Rodriguez, Jesus Adrian Romero, Daniel Fraire/ From Album: Soplando Vida.

032 Hoy tengo Libertad; Musical work / Michael Rodriguez, Jesus Adrian Romero/ From Album: Portador de tu Gloria.

033 Indomable; Musical work / Michael Rodriguez, Jesus Adrian Romero, Daniel Fraire/ From Album: Epicentro Live.

034 Jesus; Musical work / Michael Rodriguez, Jesus Adrian Romero, Daniel Fraire/ From Album: El Brillo de mis ojos.

035 Jesus Es Rey; Musical work / Michael Rodriguez, Jesus Adrian Romero/ From Album: Arde Mi Corazon.

036 La nina y el Lobo; Musical work / Jesus Adrian Romero, Michael Rodriguez, Adrian Roberto Romero/ From Album: Besos en la Frente.

037 Luces De Colores; Musical work / Michael Rodriguez, Jesus Adrian Romero, Daniel Fraire.

038 Maria; Musical work / Michael Rodriguez, Daniel Fraire/ From Album: Navidad con Vastago.

039 Mas Alta; Musical work / Michael Rodriguez, Jesus Adrian Romero, Daniel Fraire.

- 040 Mas Alta que el Cielo; Musical work / Michael Rodriguez, Jesus Adrian Romero, Daniel Fraire/ From Album: Sin ti no Vivo.
- 041 Mas que un Anheló; Musical work / Michael Rodriguez, Daniel Fraire, Jesus Adrian Romero/ From Album: Mas que un Anheló.
- 042 Me has Atraído Jesus; Musical work / Michael Rodriguez, Jesus Adrian Romero/ From Album: Con manos vacías .
- 043 Mi Vida te Dare; Musical work / Michael Rodriguez, Jesus Adrian Romero, Daniel Fraire/ From Album: A sus pies.
- 044 Navidad Ya Va Llegando; Musical work / Michael Rodriguez, Daniel Fraire, Damaris Fraire, Carmen Yolanda Rodriguez.
- 045 No hay Argumento; Musical work / Michael Rodriguez, Natividad Blanco, Jesus Adrian Romero/ From Album: Con manos vacías .
- 046 No Merecia Tanto Amor; Musical work / Michael Rodriguez, Jesus Adrian Romero, Daniel Fraire/ From Album: A sus pies.
- 047 No Tiene Final; Musical work / Michael Rodriguez, Daniel Fraire/ From Album: Tiene Forma de Ti.
- 048 Nueva Historia; Musical work / Michael Rodriguez, Jesus Adrian Romero, Daniel Fraire/ From Album: Listo Para Nuestro Encuentro.
- 049 Pero yo me acuerdo; Musical work / Michael Rodriguez, Jesus Adrian Romero, Daniel Fraire/ From Album: Besos en la Frente.
- 050 Postrado; Musical work / Michael Rodriguez, Daniel Fraire, Jesus Adrian Romero/ From Album: Epicentro Live.
- 051 Prefiero a Cristo; Musical work / Michael Rodriguez, Jesus Adrian Romero/ From Album: A sus pies.
- 052 Que baje el Cielo; Musical work / Michael Rodriguez, Jesus Adrian Romero, Daniel Fraire/ From Album: Besos en la Frente.
- 053 Que huyan los Fantasmas; Musical work / Michael Rodriguez, Jesus Adrian Romero, Adrian Roberto Romero/ From Album: Besos en la Frente.
- 054 Quema; Musical work / Michael Rodriguez, Daniel Fraire, Jesus Adrian Romero.
- 055 Quiero Entender; Musical work / Michael Rodriguez, Daniel Fraire, Jesus Adrian Romero/ From Album: Te Dare lo Mejor.
- 056 Razones pa Vivir; Musical work / Michael Rodriguez, Jesus Adrian Romero/ From Album: Ayer te vi..fue mas claro que la luna.
- 057 Respiro el Polvo; Musical work / Michael Rodriguez, Jesus Adrian Romero/ From Album: Besos en la Frente.
- 058 Se desbaratan mis sueños; Musical work / Michael Rodriguez, Jesus Adrian Romero, Daniel Fraire/ From Album: Ayer te vi..fue mas claro que la luna.
- 059 Si tu no estas Conmigo; Musical work / Michael Rodriguez, Daniel Fraire/ From Album: La Vida que Elegi.
- 060 Si ves a mi Amado; Musical work / Michael Rodriguez, Jesus Adrian Romero/ From Album: Vuelve a Casa.



- 061 Siempre Estaras; Musical work / Michael Rodriguez, Daniel Fraire, Marcela Gandara/ From Album: El mismo Cielo.
- 062 Sobre la Cruz; Musical work / Michael Rodriguez, Jesus Adrian Romero/ From Album: Sin ti no Vivo.
- 063 Sobre tu Regazo; Musical work / Michael Rodriguez, Daniel Fraire, Jesus Adrian Romero/ From Album: El Brillo de mis ojos.
- 064 Sopla el Viento; Musical work / Michael Rodriguez, Jesus Adrian Romero, Daniel Fraire/ From Album: Vuelve a Casa.
- 065 Tanta Gracia; Musical work / Michael Rodriguez, Jesus Adrian Romero, Daniel Fraire.
- 066 Te Vengo a Bendecir; Musical work / Michael Rodriguez, Daniel Fraire, Jesus Adrian Romero/ From Album: Te Dare lo Mejor.
- 067 Te veo otra vez; Musical work / Michael Rodriguez, Daniel Fraire , Jesus Adrian Romero/ From Album: Besos en la Frente.
- 068 Tu amor en mi; Musical work / Michael Rodriguez, Daniel Fraire, Jesus Adrian Romero/ From Album: Epicentro Live.
- 069 Tu estas Aqui; Musical work / Michael Rodriguez, Jesus Adrian Romero/ From Album: Marcela Gandara Live.
- 070 Tu has sido Fiel; Musical work / Michael Rodriguez, Daniel Fraire, Jesus Adrian Romero/ From Album: Te Dare lo Mejor.
- 071 Ven; Musical work / Michael Rodriguez, Marcela Gandara, Daniel Fraire/ From Album: El mismo Cielo.
- 072 Ven te Necesito ft. Jesus Adrian; Musical work / Michael Rodriguez, Jesus Adrian Romero, Daniel Fraire/ From Album: Vuelve a Casa.
- 073 Vivire; Musical work / Michael Rodriguez, Daniel Fraire, Abel Zavala/ From Album: Listo Para Nuestro Encuentro.
- 074 Ya Estoy Aqui; Musical work / Michael Rodriguez, Jesus Adrian Romero/ From Album: La Vida que Elegi.
- 075 Yo no Esperaba; Musical work / Michael Rodriguez, Jesus Adrian Romero, Daniel Fraire/ From Album: Epicentro Live.

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End of titles list for document **V15011D873**

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## EXHIBIT “C”

From: **Michael Rodriguez** <[mikerdzmusic@gmail.com](mailto:mikerdzmusic@gmail.com)>  
Date: Wed, Mar 22, 2023 at 3:03 PM  
Subject: Re: attachments  
To: Regalias Vastago <[regalias@vastago.com](mailto:regalias@vastago.com)>, Maritza Gutierrez <[maritza@vastago.com](mailto:maritza@vastago.com)>

Your information is incorrect, regarding the communication I received where you claim rights over my catalog, which I categorically deny since there is no document that formally assigns you the task of collecting payments.

Furthermore, the rights you have been managing (Producer royalties and direct licensing for live performances) have been collected based on good faith between the parties. There have been payments made on your part to myself which historically prove my right to receive these amounts, as well as the fact that Vástago has been collecting payments without any document.

Therefore, I grant you a period of 5 days from the sending of this email, in good faith, to continue making payments for the amounts currently owed.

On Wed, Mar 8, 2023 at 1:29 PM Regalias Vastago <[regalias@vastago.com](mailto:regalias@vastago.com)> wrote:

Dear Mike,

Thank you for your message.

In connection with your questions, as you are aware, Vástago is the sole and exclusive owner of the subject compositions at issue. In that regard, can you please send us a full accounting of all royalties and/or income either you or your publisher have received or collected directly from any third party payors, including, but not limited to, ASCAP, BMI, and YouTube.

On Fri, Mar 3, 2023 at 11:34 AM Michael Rodriguez <[mikerdzmusic@gmail.com](mailto:mikerdzmusic@gmail.com)> wrote:

Attached are producer royalty reports of what was paid prior to 2022.

From: **Michael Rodriguez** <[mikerdzmusic@gmail.com](mailto:mikerdzmusic@gmail.com)>  
Date: Fri, Mar 3, 2023 at 11:25 AM  
Subject: 1099s  
To: <[regalias@vastago.com](mailto:regalias@vastago.com)>, Maritza Gutierrez <[maritza@vastago.com](mailto:maritza@vastago.com)>

As I mentioned to Maritza, no producer/artist royalties were paid for the year 2022. Also, vastago has failed to pay for songs used in live performances (Jesus Romero Concerts) since 2020 even though in an exchange in emails it was expressed that this would be honored. Attached are the emails, reports of the royalties previously paid and concert dates. There are more concert dates than expressed in these attachments, but these are just examples. Producer royalties should be paid by the owner of the master and live performance royalties should also be paid when direct licenses are issued.